



Colchester  
Recreation Department

Independent Contractor  
Handbook

2020

**Mission Statement:**

“To provide high quality parks, facilities and recreation services in a way that meets Colchester’s diverse interests so that people may find identity and make meaningful connections and enhance their quality of life.”

**Vision Statement:**

Well maintained parks, public spaces, and abundant nature areas provide opportunities for citizens to maintain active, healthy lifestyles; while appreciating our community’s natural resources and preserving them for future generations. Community spirit is fostered by the town’s diverse cultural fabric; facilitated and coordinated in superior, award winning recreational programs.

**How to Contact Us:**

Town of Colchester Recreation Department

127 Norwich Avenue

Colchester, CT 06415

(860) 537-7297

Email: [parksandrec@colchesterct.gov](mailto:parksandrec@colchesterct.gov)

Website: [colchesterct.gov/recreation-department](http://colchesterct.gov/recreation-department)

Online Registration: [colchesterct.gov/recreation-department](http://colchesterct.gov/recreation-department)

Normal business hours are Monday-Friday 8:30AM-4:30PM

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## **INDEPENDENT CONTRACTOR/INSTRUCTOR INFORMATION**

### **Becoming an Independent Contractor**

In order to become an Independent Contractor for the Town of Colchester, a potential contractor must first submit a Program Proposal (format included) for each proposed course. Proposals should be returned to the Colchester Recreation Department. Proposals are accepted year-round. Incomplete or illegible proposals will not be considered.

Once a proposal has been submitted, the Recreation Director will review the document and contact the potential Independent Contractor if a meeting is needed to discuss the program ideas in more detail. The Recreation Director can offer advice regarding what types of programs, dates, and times have been popular in the Town as well as answer questions regarding facility availability, contractor policies etc. Not all programs- even quality ones- will be accepted.

There is no exclusivity to Independent Contractors or the classes they instruct. Returning Independent Contractors will not be permitted to continue their class without an updated document.

An Instructor is a member of the Recreation Department team that has successfully completed the application and approval process to become an Independent Contractor. Once approved, the terms may be used interchangeably.

### **INDEPENDENT CONTRACTOR RESPONSIBILITIES**

It is the responsibility of the Independent Contractor to provide the following for their programs:

- Provide services and instruction according to agreement and program proposal.
- Always bring your class roster and building permit with you to class.
- Meeting Room/Classroom Set-Up-
  - Independent Contractors are responsible for setting up the space as needed for their class. School personnel will be responsible for setting up/breaking down tables and other school equipment.
  - Please leave all space as it is found- clean/organized and ready for use. If there is a problem, please contact the Recreation Department.
  - Independent Contractors should visually inspect the facility and equipment to ensure everything is safe and in good working condition prior to the start of class.
- Class Participation-
  - Unregistered participants are not allowed if the program does not accept walk-ins.
  - Independent Contractors must contact participants for changes and cancellations after the first day of the program.
- Participant Safety-
  - Independent Contractors should stay on-site until all participants have left. Special care should be taken with minors, and ensuring they leave with a designated parent/guardian.
  - Participant contact numbers are given to all Independent Contractors in case of questions or an emergency.
  - Report all incidents and accidents to Recreation Department immediately. Fill out all appropriate paperwork within 24-Hours of the situation.

- Make sure to bring the assigned first aid kit to all program sessions. Please keep it clean and filled. Independent Contractors should take note of the location of the emergency exits, restrooms, first aid kits, and AEDs.
- If a situation warrants calling 911, please call the Recreation Department, or a representative of the Department, as soon as possible. Phone numbers will be provided.
- Documentation-
  - Independent Contractors are responsible for completing all incident and injury reports, attendance records, facility damage reports, and any other documentation as requested by the Department.
  - Independent Contractors are responsible for keeping attendance records of all classes and submitting them with their invoice for payment at the end of each session.
- Professional Conduct-
  - Independent contractors are representatives of the Recreation Department, and as such, are expected to conduct themselves in a professional and courteous manner. This includes dress, speech, attitude and behavior.
  - Independent Contractors are expected to adhere to all policies and procedures of the facility in which they are teaching and are expected to ask their participants/families of participants to adhere to them as well.
- The following activities are prohibited during program times and on all Town and Board of Education properties:
  - Smoking
  - Being under the influence of alcohol or drugs
  - Exhibiting abusive behavior and/or language
  - Inappropriate conduct with a participant or parent/guardian of a participant
- Participant Behavior-
  - Promptly correct all misconduct, profanity, property damage and other acts of misbehavior. Report all acts of misbehavior, in writing, to the Recreation Department
- Payment for Services-
  - An invoice for Independent Contract services must be submitted within 48 business hours after the program session is completed. Independent Contractors will not be paid for cancelled classes.
  - Invoices are verified and approved by the Recreation Department and then sent to the Finance Department for payment.
  - Check are sent out via U.S. Mail every other Friday.
  - The Town also offers Director Deposit/Electronic Funds Transfer.
- Program Accessibility-
  - Independent Contractors will provide services to all people in accordance with all local, state and federal laws.
  - All Independent Contractors and the Recreation Department will make reasonable accommodations for those with special needs.

### **Contract & Percentages for Independent Contractors**

The Colchester Recreation Department, together with the instructor, will set the fees for classes and activities. The agreement for payment, made between the Town and the Independent Contractor, are specified on the contract. Any changes to the contract must be made in writing and signed by both parties.

### **Tax Documentation/Payroll**

Independent Contractors must submit a Federal W-9 form to the Town. Contractors are issued 1099 forms for tax purposes (Forms are only issued if a Contractor makes \$600 or more per year through the Town). As an Independent Contractor, no tax is withheld from payments. Contractors are responsible for estimated taxes. Independent Contractors are not employees of the Town of Colchester.

### **INDEPENDENT CONTRACTOR REQUIREMENTS**

#### **Insurance:**

As an independent contractor for the Town of Colchester, you should be aware of the following information regarding liability and insurance.

- **Liability Insurance:** It is important that you understand that your contract with the Town is as a program Independent Contractor. The Town does not provide insurance coverage for you as an independent contractor. Therefore, if a liability claim occurs against you and the Town, you will be responsible for defending yourself, and for potentially paying a claim brought against you.

The Town of Colchester may require Independent Contractors to carry liability insurance and list the Town of Colchester as an “additional insured” on the certificate of insurance. If requested, you will be required to provide this certificate to the Department annually, upon its renewal.

- **Worker’s Compensation:** In order for an Independent Contractor to allow their employees to conduct classes for our department, the contractor is required, by law to carry workers compensation insurance. The contractor must submit a copy of their certificate of insurance showing the worker’s compensation coverage limits and carrier. Contractors are solely responsible for providing Worker’s Compensation coverage for themselves. Each agrees (and those they hire) are not Town employees and therefore not covered under the Town’s Worker’s Compensation coverage.
- **Participant Insurance Coverage:** We encourage all participants to verify their medical insurance coverage of accidents or injuries while participating in any programs or events.

#### **Certificate of Independent Contractor:**

All Independent Contractors must submit their certifications and credentials to teach to the Recreation Department. Independent Contractors with expired certifications will not be eligible to continue teaching until their updated certification has been submitted.

## **RECREATION DEPARTMENT RESPONSIBILITIES**

It is the responsibility of the Recreation Commission to provide the following for each program sponsored by the department:

Below is a list of what the Recreation Department will provide to each Independent Contractors in order to aid them in the implementation of their program.

- The department will make sure that the facility is reserved for the correct times, and if there is a conflict, resolve it as quickly as possible.
- The Department will handle registrations and all monetary transactions.
  - All “drop in” fees that are collected during class must be turned into the Rec. Dept.
- The Department will monitor the agreed upon minimum/maximum participation, ages, skills, or other criteria set prior to the program starting.
  - The Department will cancel all classes where the minimum is not met.
- The Department will promote all programs in the monthly digital newsletter, website, Facebook and all other marketing outlets available.
- If a Contractor creates any promotional or marketing materials (posters, flyers etc.) they must be approved by the Department prior to distribution.
- The Department will advertise all programs, classes and activities on the Recreation website, social media, emails and other outlets as appropriate.
- The Department will provide the program Independent Contractor/coordinator with rosters and attendance sheets, schedules, contact information etc.

## **REGISTRATION POLICIES AND PROCEDURES**

### **Registration Procedures**

Colchester Recreation Department staff will process all registrations for each program, either at the Recreation office or online via the online registration portal. At no time are Independent Contractors to accept registrations or money for any class (unless otherwise preapproved for drop-in registrations). Requests for scholarships or financial assistance should be forwarded on to the Recreation office. The Department accepts ongoing registrations for programs if a class has not exceeded the maximum.

### **Online Registration**

Register online for classes at programs.

Log on to: [www.colchesterct.gov/recreation-department](http://www.colchesterct.gov/recreation-department)

Create an Account. Once a participant has created an account, they can begin registering for all classes and programs. Online registration allows users to manage their household accounts, print receipts and tax forms, as well as schedule and make payments.

### **Cancellation/Make-Up Procedures**

Cancellations and make-up classes are unavoidable when dealing with recreation programs. If school is cancelled, all programs will be cancelled. If there is a cancellation due to inclement weather, the Recreation Department will post notifications, as a courtesy, on all social media accounts and will notify all participants

via email. At the beginning of a program, Independent Contractors need to remind all participants of the inclement weather policy and monitor emails and news stations to determine if school has been cancelled.

If the Independent Contractor needs to cancel a class for any reason, it is the Independent Contractor's responsibility, with support from the Recreation Department, to notify all participants. Independent Contractors must notify the Recreation Department of all class cancellations and changes prior to informing participants. If the Recreation Department or Public Works closes the fields for any reason, the Recreation Department will inform participants and the Independent Contractor that the program is cancelled.

Make-up dates are determined before the start of the program. Last minute changes to make-up dates and locations are strongly discouraged. If multiple classes need to be cancelled, the Recreation Department will work with the Independent Contractor to make-up the classes missed, and/or refund participants for missed classes.

### **Snow Policies**

1. If school is canceled all programs and activities are canceled
2. When the schools are delayed 90 Minutes, MORNING programs will be delayed 90 Minutes also.
3. If the schools are let out early, after school activities and evening activities will be cancelled.
4. If the weather is questionable, the Recreation Department will make a decision about the after-school programs by 2:00 p.m. and evening activities by 3:00 p.m. Please call 537-7297 or check our website at [www.colchesterct.gov/recreation-department](http://www.colchesterct.gov/recreation-department).

### **Participant Scholarships**

The Recreation Department strives to make all programs and classes affordable for all. An application for financial assistance is available by calling (860) 537-7297. The determination of financial assistance is based on need and is made available on a first come, first serve basis. The applicant may be granted a program at no charge, reduction in fee or payment plan. Each contractor is asked to participate in the program. The percentage of scholarship that the contractor grants is at their discretion. Should an application be filed for registration, the Recreation Department will discuss the financial specifics with an Independent Contractor prior to the start of the class.

### **Discounts**

Discounts or gratis are NOT given to Contractors, Town employees, volunteers or their family members.

### **Non-Resident Fees**

Non-Residents can register for most of our programs. There is an additional fee of \$5.00, to register as a Non-Resident.



### **Refund Policy:**

Colchester Parks & Recreation stands behind all our community offerings. All programs, events and activities are self-funded and must cover all costs associated with the activity. With that in mind, we will gladly help all participants with any registration or refund requests to the best of our ability.

- **Program or activity refunds:** Refund requests must be made in writing. Refunds will be given if requested at least two weeks prior to the start of the program. Any request made within two weeks of the start of the program will be issued as a credit to the participants' account for future use. Once the program has started, no refunds or credits will be issued unless the program is cancelled by Colchester Recreation. Certain programs and bus trips may have a different refund policy based on the contract. Participants with extenuating circumstances may request a review of their case by providing written documentation of their situation to the Recreation Director. A \$15 cancellation fee will be charged for all refunds and credits requested by a participant.

### **Insurance Information**

We encourage all instructors to confirm their medical insurance coverage for accidents or injuries that could occur while teaching a program.

### **Photo Permission**

Independent Contractors are not to take or post photos of classes or participants until they have contacted the Recreation Department to ensure that all participants have agreed to the photo policy below:

“Participants permit the taking of photographs and videos of themselves and their children during activities for publication and use for promotional purposes unless otherwise stated.”

## **RECREATION DEPARTMENT POLICIES AND PROCEDURES**

### **Building Use Guidelines**

All Independent Contractors, program participants and families are expected to follow the rules of the building they are in, including but not limited to:

- No sitting in the hallways
- No children can run in the hallways
- Everyone must respect school property
- Ensure the space is clean upon class dismissal.

Independent Contractors are asked to remind and enforce all building use guidelines with participants.

### **Evaluation Tools**

Colchester Recreation Department evaluates all programs and classes on a regular basis with participant feedback on the program content, location, times of the classes and Independent Contractor knowledge, presentation and class structure. This information is used to evaluate the program and the Independent Contractor. If the Independent Contractor receives an unsatisfactory rating, their contract may not be renewed. All participant responses will be anonymous. All areas of concern will be discussed with the Independent Contractor as well as participants, if needed.

## **Americans with Disabilities Act**

**The Americans with Disabilities Act ensures access to public services.** Recreation Departments cannot exclude people with disabilities from their programs unless their presence would pose a **direct threat** to the health or safety of others or require a **fundamental alteration** of the program. We must make **reasonable modifications** to integrate children, parents, and guardians with disabilities into our programs. The Town of Colchester recognizes and looks forward to serving all people. We will make reasonable accommodations to serve people of all abilities in our programs and at our facilities.

- Request for accommodations should be referred to the Recreation Department. A form must be completed for every request. Each request will be considered on a case-by-case basis and will be held in confidence.

## **Harassment in the Workplace**

Harassment is defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical, sexual or verbal, lowers morale and impairs teamwork and workplace efficiency. The Town of Colchester has a strong policy against any form of harassment. It is important for all persons to recognize that harassment based on any of the protected characteristics of race, color, religion, sex, age, national origin, ancestry citizenship, disability, medical condition, marital status and sexual orientation is illegal.

- **Any concerns or problems need to be reported to the Recreation Department as soon as possible so that the matter can be handled promptly and efficiently.**

## **Guidelines for physical contact with children:**

1. Do not initiate physical contact with a child. If the child initiates physical contact, refrain from hugging the child. An alternative is to give them a gentle tap on the shoulder or head. Use the high five method to let them know that you are happy to see them. Do not wrap your arms around them.
2. Do not allow children to sit on your lap or in between your legs when sitting in a chair or on the floor. Have the child sit beside you.
3. Do not physically restrain or pick up a child unless the child is in danger to themselves or others.
4. Avoid being alone with a child. Stay in groups with your group partner and other children.
5. Do not engage in wrestling matches with a child. You can be interactive with the children, but it's imperative that you avoid physical contact whenever possible.
6. When speaking with a child that is upset, kneel to their level and hold their hand for comfort instead of picking them up.
7. Do not single out children for preferential treatment. No favorites. Children are intuitive and will wonder why they are not a favorite, which could affect their self-esteem.
8. Do not give gifts to children. If you buy one child a gift, you must buy enough for every child.
9. Do not make negative comments that can lower a child's self-esteem or comments that may be taken out of context and be misinterpreted.
10. Do not discuss the topic of sex with children. This is up to their family and their school to educate them about these topics.

11. Do not ever deprive a child of a bathroom break, a snack, or water.
12. A staff/contractor must accompany each child to the bathroom in order to check that there are no strangers or adults in the restroom. A person of the same gender will accompany the child to the bathroom. Staff/contractor must remain outside the bathroom stall until the child is ready to go back to the group.
13. When a child acts out inappropriately, do not subject them to group humiliation by discussing the problem in front of other children. Take the child aside and discuss the issue.
14. If a child tells you or you observe that he or she has been abused physically, emotionally, mentally, or sexually, you must immediately report it to the Recreation Director. Do not hesitate or waste any time. DO NOT discuss the situation with co-workers.
  - As a childcare provider, by law you are mandated to report any form of child abuse whether it is obvious or just a possibility. Failure to do so could result in a fine and/or imprisonment.

### **Guidelines for Dealing with Disruptive/Difficult Participants**

**Behavior Management Strategies must be:** Contingent, Immediate, Consistent, and Frequent.

- When dealing with poor behavior, don't overlook an issue then address it the next time it comes up. In order to be consistent give instant, but private, attention to the unwanted behavior. Do not shame or address the participant publicly. Pull them aside or speak to them quietly and privately.
- **POSITIVE BEHAVIOR:** you should give immediate praise in order to be both consistent and frequent.
- Remember to reinforce positive behavior, these participants will serve as role models for the other participants, and their GOOD actions will rub off.
- It is important to respond appropriately to situations. Avoid reacting negatively, pay attention to your tone, facial expressions and body language.
- All Independent Contractors/Contractors are considered Professional Role Models and should always model appropriate behavior .
- **Communicate any altercations or inappropriate behavior to your supervisor via email or phone immediately.**

### **Guidelines for Working with Individuals with Disabilities**

1. When dealing with participants with disabilities PLEASE remember:
  - Speak to Person first, then the disability
  - Emphasize abilities, not limitations
  - Do not label people as part of a disability group
  - Do not give excessive praise or attention to a person with a disability; do not patronize them
  - Choice and independence are important; let the person do or speak for him/herself as much as possible.
2. When talking to a parent it may help to ask about the child's strengths and talents. This can open the door for positive communication.

## **EMERGENCY PROCEDURES**

KNOW WHERE YOUR PARTICIPANTS' EMERGENCY FORMS ARE LOCATED AND KNOW WHERE THE NEAREST TELEPHONE IS AT ALL TIMES!

1. **MOST IMPORTANT**- remain calm.
2. Assess the situation.
3. Identify injury area and assess extent of injury within your limitations.
4. Remain with patient and send a responsible person to call police or vice versa.
5. Ask a responsible adult to oversee the care and supervision of remaining participants.
6. DO NOT MOVE PATIENT.
7. Make patient as comfortable as possible
8. Provide emergency first aid within the scope of your training.
9. **ADMINISTER FIRST AID ONLY IF YOU ARE QUALIFIED.**
10. Do not transport a patient at any time, under any circumstances. Wait for a 911 responder.
11. *At no time should you offer diagnosis or express personal opinion as to the extent of injury or actions leading up to the incident. Do not make any statements concerning insurance in anyway. Refer all questions and all media to the Director of Parks and Recreation.*

### **NOTIFYING POLICE OR 911:**

1. Call 911.
2. Provide dispatcher with the following information:
  - a. Your name & position
  - b. Location (include best route)
  - c. Explain what has occurred; state your *specific* location; state the nature of injury.
3. **STAY ON THE LINE WITH THE DISPATCHER UNTIL YOU ARE TOLD TO HANG UP.**

### **ARRIVAL OF POLICE AND/OR AMBULANCE**

1. Introduce yourself to the emergency personnel and explain situation.
2. Assist where possible.
3. Assure the rest of the participants are safe, accounted for, and able to resume the program.

### **AFTER THE EMERGENCY IS OVER**

1. Completely fill out accident reports and obtain names and addresses of witnesses, hand into Park and Recreation office immediately.

### **You are responsible for:**

1. Keeping emergency phone numbers and medical information of your participants at all times.
2. Bringing your first aid kit to all classes/events. INSPECT YOUR FIRST AID KIT AND PLEASE KEEP IT CLEAN

# Colchester Recreation

## ACCIDENT/ INCIDENT REPORT

Type of Report:

Date of Report: \_\_\_\_/\_\_\_\_/\_\_\_\_

- \_\_\_\_\_ Incident Report  
 \_\_\_\_\_ Close Call Report  
 \_\_\_\_\_ Imminent Danger Report  
 \_\_\_\_\_ Safety Related Discrimination/Harassment Report

(skip this section if report is being made anonymously)

Person Reporting: \_\_\_\_\_  
 Title/Position: \_\_\_\_\_  
 Department Head: \_\_\_\_\_

Work Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Department: \_\_\_\_\_

Date of Occurrence: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time of Occurrence: \_\_\_\_\_

Were you part of the situation?  
 Were you a witness to the situation?

Yes	No
Yes	No

Department(s)

Involved: \_\_\_\_\_

Person(s) Involved: \_\_\_\_\_

### Follow Up Taken:

Followed Up By: \_\_\_\_\_

Date of Report: \_\_\_\_/\_\_\_\_/\_\_\_\_

Anonymous reports can be dropped in suggestion boxes or dropped off at the Selectman's Office. Suggestion boxes are located in the Town Hall Lobby, Town Garage & Fire Department. Submit all other reports to your supervisor.

**Briefly describe the situation, concern or activity. Attach additional pages if necessary.**

I have read the above stated procedures and Independent Contractor responsibilities and agree to comply fully with these duties. I understand that these agreements are required in order to be endorsed as an Independent Contractor with the Town of Colchester.

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Signature of Independent Contractor

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Print Name

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Date

## **INDEPENDENT CONTRACTOR APPLICATION CHECKLIST**

<b>Complete (Initial)</b>	<b>Item:</b>	<b>Date of Renewal</b>	<b>Notes</b>
	Program Proposal		
	Duties & Responsibilities		
	Independent Contractor Agreement		
	Instructor Policy		
	Direct Deposit Form		
	Liability Insurance (Certificate of Insurance)		
	Indemnification Release		
	Hold Harmless		
	Background Form Disclosure/ Ref. Checks		
	Finger Prints (done at police station)		
	Copy of Driver's License		
	Emer. Contact Form		
	CPR/FA Card (copy & expiration date)		
	Instructor Certifications		
	Contractor Orientation Review of Manual		
	W-9		

## **Independent Contractor Agreement Town of Colchester, Connecticut**

This Independent Contractor Agreement, herein after the "Agreement", is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Town of Colchester, a municipal corporation with offices at 127 Norwich Avenue, Colchester, Connecticut, 06415, hereinafter referred to as "The Town", and \_\_\_\_\_, a resident of \_\_\_\_\_, hereinafter referred to as "the Contractor".

1. CONTRACT PERIOD

- a. The Contractor will be retained for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ with the option for renewal periods at the mutual consent of both parties, or until termination pursuant to Section V herein.
- b. The Contractor will work such hours as are mutually agreed upon by the Town and the Contractor. At the present time, the Town expects that the Contractor will work as scheduled.

2. INDEPENDENT CONTRACTOR

- a. The Contractor acknowledges that he/she is an independent contractor for all purposes and is not, in any respect, an employee of the Town.
- b. The Contractor acknowledges that he/she is solely responsible for reporting and paying all taxes, Federal or otherwise, upon all compensation paid hereunder.
- c. Contractor further acknowledges that:
  - i. The Town will make no contributions toward Social Security benefits in the name of that Contractor it being the sole obligation of the Contractor to make any contributions that may be required by law.
  - ii. The Contractor is not eligible for Unemployment Compensation benefits upon the termination of this Agreement.
  - iii. The Town will not provide any liability or other insurance coverage for the benefits upon the termination of this Agreement.
  - iv. The Town will not provide any medical, retirement, or other benefits beyond the compensation outlined in Part III, below.
  - v. The Contractor shall be responsible for the cost of Worker's Compensation, general, liability, and Unemployment Compensation insurance as may be required by law.

3. COMPENSATION

- a. The Town shall compensate the Independent Contractor for work performed pursuant to this Agreement and is stated in the contract.
- b. Funding for the program is contingent on participant registration and payment. The Town may terminate any class or program or this agreement if participation registration does not meet the minimum enrollment numbers. The Town shall have no obligation or liability to the contracting party for cancellation of the class due to low enrollment.
- c. Invoice for payment will be made by the Contractor per session and will be submitted to the Director of Recreation.

4. DESCRIPTION OF DUTIES

The Contractor's duties shall be set forth under Duties & Responsibilities on Schedule A to this Agreement.

5. TERMINATION

- a. The Town may terminate this Agreement for any reason upon not less than fourteen (14) days written notice.
- b. The Contractor may terminate this Agreement for any reason upon not less than fourteen (14) days written notice.

6. PERSONAL NATURE

- a. The work to be performed by the Contractor is regarded by the parties to be personal in nature to be exclusively performed by the Contractor.

7. INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold the Town, its officers, agents, servants, and/or employees free and harmless from any and all liability and claims for damages by reason of any personal injury or property damage arising of the Contractor's



performance of his/her obligations under this Agreement. The Contractor agrees shall indemnify, defend and hold the Town, its officers, agents, servants, and/or employees free and harmless from and against any and all claims, demands, or liabilities arising in connection with the performance of the services by the Contractor, including, but not limited to, all claims or assessments, for withholding of federal, state or local income taxes, and taxes under the Federal Insurance Contribution Act (FICA) and the Federal Unemployment Taxation Act (FUTA), State Unemployment Compensation insurance laws, and any reasonable attorney's fees and costs associated therewith.

8. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of the same; nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver of relinquishment of such right or power, or any other right or power at any other time.

9. PROPERTY OF THE TOWN

Upon termination of this Agreement, the Contractor shall deliver and return to the Town all property, including records, reports, and any copies thereof, of whatever nature which are then in the Contractor's possession, custody or control and which pertain to or contain information relative to the Contractor's activities concerning the services provided pursuant to this Agreement, whether or not prepared or compiled by the Contractor. Upon the termination of this Agreement, the Contractor also shall deliver and return to the Town all other property belonging to the Town which is then in the Contractor's possession, custody or control.

10. ENTIRE UNDERSTANDING

This Agreement constitute the entire understanding of the Contractor and the Town with respect to the subject matter hereof and supersedes any and all prior understandings written or oral. This Agreement may not be changed, modified, or discharged orally, but only by and instrument in writing signed by the parties. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, and the invalidity of unenforceability of any provisions hereof shall in no way affect the validity of enforceability of any other provision.

---

Signature

---

Signature

Date: \_\_\_\_\_

TOWN OF COLCHESTER

Date: \_\_\_\_\_

CONTRACTOR

**SCHEDULE A**  
**DUTIES AND RESPONSIBILITIES**

The Town hereby retains the Contractor to perform certain services, which shall include, but not be limited to the following:

The Contractor will:

1. All costs associated with the program, such as Independent Contractors, substitute Independent Contractors and equipment etc. shall be borne by the participant and included in the program fee. There will be minimum and maximum participant enrollments in each program. Fee is determined by the total cost of the program.
2. Provide on-going evaluation(s) of programs so approved by the Director. Report the work performed under this agreement monthly unless increased frequency is required due to incidents, accidents, or any other cause stated in the manual.
3. Perform such duties and acts as are reasonably necessary, implied, or inferred with respect to all of the foregoing.
4. Report all injuries, damage and concerns involving either participants or facilities within 24 hours, in writing, to the Recreation Director.
5. Agree to adhere to all policies, procedures, scheduling and building guidelines, directives and requests from the Recreation Director and the Recreation Commission.
6. Maintain class rosters and attendance sheets at each class and submit in writing to Recreation Director once a month.
7. Provide the Recreation Department with a copy of all qualifications, certifications and experience that is relevant with regards to being an Independent Contractor for this program. If any of these expire, are withdrawn or terminated, the Independent Contractor must notify the Recreation Department immediately of any and all changes.
8. Provide reference of other organizations where you have conducted this program (or a similar program if this is a new program) in the past.
9. Provide the Recreation Department with copies of all insurance policies pertinent to the requirements of this contract. If any of these expire, are withdrawn, or terminated, the Independent Contractor must notify the Recreation Department immediately of any and all changes.
10. A signed and dated Hold Harmless Agreement must be completed and on file with the Recreation Department prior to any classes or programs being held.
11. When marketing or advertising the program (including flyers, email, mail, posters, websites and any notice pertaining to the class) information will include the Recreation Department name, phone number and contact name as the sponsoring agency. All inquiries for registration and payment for classes contained in the advertising will be directed to the Recreation Department.
12. All fees that are collected by the Contractor, at class, will be in the form of a check or money order only, made payable to the "Town of Colchester", and will be submitted to the Recreation Department with the accompanying registration form within 48 hours if drop- in registrations are permitted in the class.
13. Verification of information: By signing this agreement, I acknowledge that all information obtained and presented are accurate and honest, to the best of my knowledge. I understand that providing false information will be grounds for immediate termination and may be used in the court of law.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF COLCHESTER

Date: \_\_\_\_\_

CONTRACTOR

**Town of Colchester Parks & Recreation**  
**HOLD HARMLESS and INDEMNIFICATION AGREEMENT**

The Contractor shall fully indemnify, defend and hold harmless the Town/City of Colchester and/or all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the terms of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town/City and/or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

1. Actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, immature, contingents, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor of any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
2. Liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
3. All damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, worker's compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

When required by the Town of Colchester Recreation Department, the Contractor hereby covenants and agrees that the Town/City and/or Board of Education shall be endorsed on the Contractor's commercial general liability insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability at \$1,000,000 per occurrence containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy in insurance policy that the Contractor's insurance is primary and any insurance obtained, or self-insurance provided, by the Town/City and/or Board of Education is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

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Signature of Contractor

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Print Name

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Date



## 2018 Contractor Letter of Agreement

Session

Contractor Name (First, Last)

Address

City

State

Zip Code

Home Phone

Cell Phone

Email

The Town of Colchester acting herein by the Director of Recreation ("Director"), and the Contractor, do mutually covenant and agree to the following:

1. The Contractor agrees to provide all the professional services required to conduct the class or classes stated below in a professional manner;
2. In the event that the contractor must cancel his/her class, it is the responsibility of said Contractor to notify all registrants.
3. Instructors will turn in all walk-in fees collected at the class each week.
4. All Instructors should be taking attendance to verify all attendees are currently registered. Attendance sheets should be submitted with your invoice and monies thereafter.
5. Additional make up classes due to inclement weather, illness or other unforeseen circumstances is the responsibility of the Contractor and must be communicated to the Recreation Department in a timely manner. Make up class locations must be scheduled by the Recreation Department.
6. Compensation to the Contractor shall be at the rate listed above. The Contractor shall submit an invoice at the end of each Session indicating the number of classes taught or the number of students served. Checks will be processed after invoice is received and approved.
7. The Director reserves the right to terminate this contract by written notice at any time if, in the sole discretion of the Director, it is in the best interest of the Town to do so. Modification of this contract shall only be by writing signed by the Contractor and the Town.
8. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workmen's compensation, pension and retirement benefits. The Contractor shall be responsible for all taxes or other monies due any government agency on account of payments made by the Town hereunder.
9. The Contractor shall at all times defend, indemnify, protect, and save harmless the Town of Colchester from any and all claims, demands, liabilities, costs, expenses and judgments, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

DATE:

CONTRACTOR SIGNATURE:

DATE:

RECREATION DEPARTMENT SIGNATURE:

\*\*If this document is not executed by the Contractor and returned on or before \_\_\_\_\_, it may not be considered for execution by the Town.

# **COLCHESTER PARKS AND RECREATION EMERGENCY CONTACT INFORMATION**

Your Full Name: \_\_\_\_\_  
First Middle Last

Your Address: \_\_\_\_\_  
Street Town/City Zip

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_ describe: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Emergency Contact Person Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone: \_\_\_\_\_

Secondary Emergency Contact Person Name: \_\_\_\_\_

Relation: \_\_\_\_\_